

Jonathan A. Stein (JS-4597)
Jonathan A. Stein, P.C.
Attorney for Defendant Classic Closeouts, LLC
132 Spruce Street
Cedarhurst, New York 11516-1915
(516) 295-0956

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
B2X CORPORATION,

08 CV 4552

Plaintiff,

ANSWER

-against-

CLASSIC CLOSEOUTS, LLC and
DANIEL GREENBERG,

Defendants.

-----X

Defendant Classic Closeouts, LLC ("Classic"), by its attorney Jonathan A. Stein, P.C., as and
for its Answer to the Complaint herein, alleges the following, upon information and belief:

ANSWERING THE COMMON ALLEGATIONS

1. Denies each and every allegation set forth in paragraphs 1, 4, 6, 11, 13, 14, 15, 16, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29 of the Complaint.
2. Denies knowledge and information sufficient to form a belief as to each and every allegation set forth in paragraph 2 of the Complaint.
3. Denies each and every allegation set forth in paragraphs 7, 8, 9, 10, 12, 17 and 18 of the Complaint and refers all questions concerning writings, to said writings, which speak for themselves, subject to rules of construction and admissibility, and other provisions of law.

ANSWERING THE FIRST CLAIM FOR RELIEF

4. Defendant makes the same admissions and denials with respect to paragraph 30 of the Complaint as previously pleaded herein.

5. Denies each and every allegation set forth in paragraph 31 of the verified complaint and refers all questions concerning writings, to said writings, which speak for themselves, subject to rules of construction and admissibility, and other provisions of law.

6. Denies each and every allegation set forth in paragraphs 32, 33 and 34 of the Complaint.

ANSWERING THE SECOND CLAIM FOR RELIEF

7. Defendant makes the same admissions and denials with respect to paragraph 35 of the Complaint as previously pleaded herein.

8. Denies each and every allegation set forth in paragraph 36 of the verified complaint and refers all questions concerning writings, to said writings, which speak for themselves, subject to rules of construction and admissibility, and other provisions of law.

9. Denies each and every allegation set forth in paragraphs 37 and 38 of the Complaint.

ANSWERING THE THIRD CLAIM FOR RELIEF

10. Defendant makes the same admissions and denials with respect to paragraph 40 of the Complaint as previously pleaded herein.

11. Denies each and every allegation set forth in paragraphs 41, 42 and 43 of the Complaint.

ANSWERING THE FOURTH CLAIM FOR RELIEF

12. Defendant makes the same admissions and denials with respect to paragraph 44 of the Complaint as previously pleaded herein.

13. Denies each and ever allegation set forth in paragraphs 45 and 46 of the Complaint.

AS AND FOR A FIRST, SEPARATE AND COMPLETE AFFIRMATIVE DEFENSE

14. The “audit letter” referred to in the complaint, annexed thereto as Exhibit “4” does not contain the signature of Daniel Greenberg, and is at best a forgery.

AS AND FOR A SECOND, SEPARATE AND COMPLETE AFFIRMATIVE DEFENSE

15. This action is barred in whole or in part by the doctrine of “unclean hands.”

AS AND FOR A THIRD, SEPARATE AND COMPLETE AFFIRMATIVE DEFENSE

16. The conditions precedent under the contract referred to in the complaint, necessary to trigger “title passing” have not occurred, as a consequence of which no monies are due.

AS AND FOR A FOURTH, SEPARATE AND COMPLETE AFFIRMATIVE DEFENSE

17. Plaintiff’s action is barred based upon a failure of considerations, due to the fact that plaintiff unilaterally abrogated a subscription agreement and option agreement executed in connection with the agreement sued upon.

18. Based upon the foregoing, the agreement sued upon must fail, due to failure of crucial consideration therefor.

WHEREFORE, Defendant Classic Closeout, LLC demands judgment dismissing the Complaint, together with such other and further relief as to this Court may seem just, proper and equitable.

Dated: Cedarhurst, New York
June 25, 2008

JONATHAN A. STEIN, P.C.

Attorney for Defendant
Classic Closeouts, LLC

By: 

JONATHAN A. STEIN (JS-4597)

132 Spruce Street
Cedarhurst, New York 11516-1915
(516) 295-0956

TO: LOEB & LOEB LLP
Attorneys for Plaintiff
345 Park Avenue
New York, New York 10154-1895
(212) 407-4000

via ECF